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The Honorable Robert H. Whaley

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Attorneys for Defendants Strangford Lough Brewing

Company Limited; Robert and Jane Doe Little; Anthony

and Tracey Davies; and Michael Stanley and Jane Doe Ross

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

STRATEGIC INTENT, LLC, a)

Washington limited liability company,)

d/b/a Palouse Falls Brewing Company;)

JEFFREY A. GREENE and MELINDA)

L. GREENE, husband and wife, in their)

individual capacities, and the marital)

community composed thereof,)

Plaintiffs,)

vs.)

STRANGFORD LOUGH BREWING)

COMPANY LIMITED, a United)

Kingdom Corporation for the regions of)

Home Counties and Outer London;)

ROBERT LITTLE and JANE DOE)

LITTLE, husband and wife, in their)

individual capacities, and the marital)

community composed thereof;)

No. CV 09-309 - RHW

ANSWER AND AFFIRMATIVE

DEFENSES OF DEFENDANTS

STRANGFORD LOUGH

BREWING COMPANY, LTD;

ROBERT LITTLE AND JANE

DOE LITTLE; ANTHONY

DAVIES AND TRACEY DAVIES;

AND MICHAEL STANLEY ROSS

AND JANE DOE ROSS

-AND-

DEMAND FOR JURY

**ANSWER AND AFFIRMATIVE DEFENSES OF
DEFENDANTS STRANGFORD LOUGH BREWING
COMPANY, LTD.; ROBERT LITTLE AND JANE DOE
LITTLE; ANTHONY DAVIES AND TRACY DAVIES;
AND MICHAEL STANLEY ROSS AND JANE DOE
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SPOKANE, WA 99201
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1 ANTHONY DAVIES and TRACEY)
2 DAVIES, husband and wife, in their)
3 individual capacities, and the marital)
4 community composed thereof; MICHAEL)
5 STANLEY ROSS and JANE DOE ROSS,)
6 husband and wife, in their individual)
7 capacities, and the marital community)
8 composed thereof; JAMES)
9 STEPHENSON and JANE DOE)
10 STEPHENSON, husband and wife, in)
11 their individual capacities, and the marital)
12 community composed thereof, and)
13 JAMES STEPHENSON d/b/a)
14 STRANGFORD LOUGH BREWING)
15 CO., STRANGFORD LOUGH)
16 BREWING COMPANY INC. and)
17 STRANGFORD LOUGH BREWING)
18 COMPANY INC., NORTH AMERICA;)
19 WAYNE STRIPP and JANE DOE)
20 STRIPP, husband and wife, and the)
21 marital community composed thereof, and)
22 WAYNE STRIPP d/b/a STRANGFORD)
23 LOUGH BREWING CO.,)
24 STRANGFORD LOUGH BREWING)
25 COMPANY INC. and STRANGFORD)
26 LOUGH BREWING COMPANY INC.,)
27 NORTH AMERICA,)
28 Defendants.)

COME NOW Defendants, Strangford Lough Brewing Company, Limited;
Robert Little and Jane Doe Little; Anthony Davies and Tracey Davies; and
Michael Stanley Ross and Jane Doe Ross (collectively the "answering

ANSWER AND AFFIRMATIVE DEFENSES OF
DEFENDANTS STRANGFORD LOUGH BREWING
COMPANY, LTD.; ROBERT LITTLE AND JANE DOE
LITTLE; ANTHONY DAVIES AND TRACY DAVIES;
AND MICHAEL STANLEY ROSS AND JANE DOE
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1 Defendants"), by and through their attorneys and, for answer to Plaintiffs'
2 Amended Complaint, admit, deny and allege as follows:
3

4 I.

5 In answer to paragraph 1.1, the answering Defendants admit that Plaintiff
6 Strategic Intent, LLC, d/b/a Palouse Falls Brewing Company, is a Washington
7 limited liability company, that it was formed on October 21, 2008, that its principal
8 place of business is located in Pullman, Whitman County, Washington, and that
9 Jeffrey A. Greene and Melinda L. Greene are members of the same. The
10 answering Defendants lack sufficient information to form a belief as to the truth of
11 the remaining allegations contained in paragraph 1.1 and, therefore, deny the same
12 and leave Plaintiffs to their burden of proof.
13
14

15 II.

16 The answering Defendants lack sufficient information to form a belief as to
17 the truth of the allegations contained in paragraph 1.2 and, therefore, deny the
18 same and leave Plaintiffs to their burden of proof.
19
20

21 III.

22 In answer to paragraph 1.3, the answering Defendants admit that Strangford
23 Lough Brewing Company, Ltd. ("SLBC") is a foreign corporation formed in the
24 United Kingdom of Great Britain and Northern Ireland ("United Kingdom"), and
25 that its principal place of business was and is at 22 Shore Road, Killyleagh,
26
27

1 Downpatrick, County Down, Northern Ireland, United Kingdom. The answering
2 Defendants further admit that SLBC is in the business of manufacturing, supplying
3 and distributing Irish ales and brewing equipment and technology, with related
4 marketing and sales systems, brands, and materials. The answering Defendants
5 further admit that SLBC is engaged in the business of selling licensing, distribution
6 and manufacturing rights to its ales, as well as brewery production technology,
7 brands, images, trademarks, trade names and logos, pursuant to a license program
8 and package, which package includes the sale and installation of brewing
9 equipment, ongoing technical assistance, and the sale of SLBC WORT. With
10 respect to any necessary local licenses or licensure, the same is, by contract, the
11 exclusive responsibility of the licensee. The answering Defendants deny the
12 remaining allegations contained in paragraph 1.3.

17 IV.

18 In answer to paragraph 1.4, the answering Defendants admit that Defendant
19 Robert Little is and was a director, officer and equity shareholder of SLBC,
20 holding approximately two hundred ninety nine (299) shares of the issued and
21 outstanding common stock of SLBC. The answering Defendants further admit that
22 Defendant Robert Little was married and has since separated from his spouse
23
24
25
26
27

1 during the relevant time frame. The answering Defendants deny the remaining
2 allegations contained in paragraph 1.4.

3
4 **V.**

5 The answering Defendants admit the allegations contained in paragraph 1.5.

6 **VI.**

7 In answer to paragraph 1.6, the answering Defendants admit that Defendant
8 Michael Ross is and was married, and that he resides at 24 Osborne Road,
9 Tweedmouth, Berwick-Upon-Tweed TD 15 2HS, England. The answering
10 Defendants deny the remaining allegations contained in paragraph 1.6.

11
12 **VII.**

13
14 In answer to paragraph 1.7, the answering Defendants deny that, prior to the
15 contract at issue, Strangford Lough Brewing Co. North America ("SLBC NA")
16 was acquired by SLBC. Defendants further deny that SLBC NA no longer has a
17 separate existence from that of SLBC. The answering Defendants lack sufficient
18 information to form a belief as to the truth of the remaining allegations contained
19 in paragraph 1.7 and, therefore, deny the same and leave Plaintiffs to their burden
20 of proof.
21

22
23 **VIII.**

24 The answering Defendants deny the allegations contained in paragraphs 2.1,
25 2.2, 2.3 and 2.4.
26

IX.

In answer to paragraph 2.5, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 2.5 to the extent that they are inconsistent with the same.

X.

In answer to paragraph 2.6, the answering Defendants admit that SLBC does business internationally and that it offered business opportunities in Washington State. The answering Defendants deny that SLBC's principal place of business has moved from Northern Ireland to Wales, and likewise deny that SLBC NA has merged into SLBC. The answering Defendants lack sufficient information to form a belief as to whether Plaintiffs solely did business in the State of Washington during the relevant time frame and, therefore, deny the same and leave Plaintiffs to their burden of proof. The answering Defendants deny the remaining allegations contained in paragraph 2.6.

XI.

The answering Defendants deny the allegations contained in paragraph 2.7.

XII.

In answer to paragraph 2.8, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 2.8 to the extent that they are inconsistent with the same. The answering Defendants admit that

1 Plaintiffs have requested rescission of said contract, and that Plaintiffs have
2 asserted claims in tort and under Washington's Franchise Protection and Consumer
3 Protection Acts. The answering Defendants deny that rescission is an appropriate
4 remedy, and likewise deny any liability to Plaintiffs, whether in tort, contract, or
5 pursuant to Washington statutory or common law. The answering Defendants
6 deny the remaining allegations contained in paragraph 2.8.
7

9 **XIII.**

10 The answering Defendants deny the allegations contained in paragraph 2.9.
11

12 **XIV.**

13 In answer to paragraph 3.1, the answering Defendants admit that Defendants
14 Robert Little and Anthony Davies are shareholders of SLBC. The answering
15 Defendants deny the remaining allegations contained in paragraph 3.1.
16

17 **XV.**

18 The answering Defendants deny the allegations contained in paragraphs 3.2
19 and 3.3.
20

21 **XVI.**

22 In answer to paragraph 3.4, the answering Defendants admit that
23 disregarding SLBC's corporate veil would promote an injustice. The answering
24 Defendants deny the remaining allegations contained in paragraph 3.4.
25
26

XVII.

In answer to paragraph 4.1, the answering Defendants reallege their previous answers.

XVIII.

In answer to paragraph 4.2, the answering Defendants admit that SLBC is principally engaged in the business of manufacturing, distributing and licensing its SLBC brand Irish ales, and that it owns all license, trademark and distribution rights world-wide to the Strangford Lough craft ales known as "St. Patrick's Best," "St. Patrick's Ale," "St. Patrick's Gold," "Legbiter," and "Barelegs Brew," each of which were named after historical Irish figures who were within 10 miles of SLBC's place of business. The answering Defendants deny the remaining allegations contained in paragraph 4.2.

XIX.

The answering Defendants deny the allegations contained in paragraph 4.3.

XX.

In answer to paragraph 4.4, the answering Defendants deny that SLBC sold, or SLBC NA acquired, any franchise rights for the North America territories. The answering Defendants admit the remaining allegations contained in paragraph 4.4.

XXI.

The answering Defendants deny the allegations contained in paragraph 4.5.

XXII.

In answer to paragraph 4.6, the answering Defendants deny that SLBC participated in the preparation of the referenced licensee brochure. The answering Defendants lack sufficient information to form a belief as to the truth of the remaining allegations contained in paragraph 4.6 and, therefore, deny the same and leave Plaintiffs to their burden of proof.

XXIII.

The answering Defendants lack sufficient information to form a belief as to the truth of the allegations contained in paragraph 4.7 and 4.8 and, therefore, deny the same and leave Plaintiffs to their burden of proof.

XXIV.

In answer to paragraph 4.9, the answering Defendants deny that SLBC prepared, or assisted in the preparation of, the referenced "written business prospectus." The answering Defendants lack sufficient information to form a belief as to the truth of the remaining allegations contained in paragraph 4.9 and, therefore, deny the same and leave Plaintiffs to their burden of proof.

XXV.

The answering Defendants deny the allegations contained in paragraphs 4.10, 4.11 and 4.12.

XXVI.

In answer to paragraph 4.13, the answering Defendants admit that SLBC promoted the advantages of Irish brand ales, as well as the reduced costs of its WORT supply. The answering Defendants deny the remaining allegations contained in paragraph 4.13.

XXVII.

In answer to paragraph 4.14, the answering Defendants admit that SLBC promoted the advantages of Irish brand ales, and that Plaintiff met with representatives of SLBC in New York City. The answering Defendants deny the remaining allegations contained in paragraph 4.14.

XXVIII.

In answer to paragraph 4.15, the answering Defendants admit that, on or about November 24, 2008, SLBC and Plaintiffs entered into an "Exclusive Microbrewery License, Equipment, and Wort Supply Agreement." That agreement speaks for itself, and the answering Defendants deny the allegations contained in paragraph 4.15 to the extent they are inconsistent with the same. The answering Defendants deny the remaining allegations contained in paragraph 4.15.

XXIX.

In answer to paragraph 4.16, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 4.16 to the

1 extent they are inconsistent with the same. The answering Defendants deny the
2 remaining allegations contained in paragraph 4.16.

3
4 **XXX.**

5 The answering Defendants admit the allegations contained in paragraph
6 4.17.

7
8 **XXXI.**

9 In answer to paragraph 4.18, the answering Defendants admit that, on or
10 about December 23, 2008, SLBC confirmed that the first batch of equipment to be
11 delivered had been inspected and was in satisfactory condition. The answering
12 Defendants further admit that Plaintiff wired money to SLBC in the amount of
13 \$165,000.00, representing the second of three equipment installment payments that
14 were required under the contract. The answering Defendants deny the remaining
15 allegations contained in paragraph 4.18.

16
17
18 **XXXII.**

19 In answer to paragraph 4.19, the answering Defendants admit that, during
20 the period of January 18, 2009 through approximately April 9, 2009, the first batch
21 of brewing equipment was delivered to Plaintiff's microbrewery, and that the
22 equipment installation was commenced on approximately April 30, 2009. The
23 answering Defendants deny the remaining allegations contained in paragraph 4.19.
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XXXIII.

The answering Defendants deny the allegations contained in paragraph 4.20.

XXXIV.

In answer to paragraph 4.21, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 4.21 to the extent they are inconsistent with the same. The answering Defendants admit that an initial malt extract produced by SLBC's contract manufacturer in Scotland was supplied to Plaintiff. The answering Defendants deny the remaining allegations contained in paragraph 4.21, and specifically deny that the WORT provided to Plaintiffs was not in conformity with contract requirements, that it could not replicate SLBC's craft ales, and that the cost of the malt extract was greater than what had been contracted for.

XXXV.

In answer to paragraph 4.22, the answering Defendants admit that, both before and after execution of the contract at issue, SLBC advised Plaintiffs that its WORT processing plant would be fully operational. The answering Defendants further admit that, as part of the bottle labeling process, SLBC's counsel worked with SLBC and Plaintiff in order to design uniform labels for all SLBC brand brews, and that SLBC required that the labels carry appropriate references to the Irish nature of the beer. The answering Defendants further admit that the labels

1 were approved by the Bureau of Alcohol, Tobacco and Firearms. The answering
2 Defendants deny the remaining allegations contained in paragraph 4.22.

3
4 **XXXVI.**

5 The answering Defendants lack sufficient information to form a belief as to
6 the truth of the allegations contained in paragraph 4.23 and, therefore, deny the
7 same and leave Plaintiffs to their burden of proof.

8
9 **XXXVII.**

10 The answering Defendants deny the allegations contained in paragraph 4.24.

11
12 **XXXVIII.**

13 In answer to paragraphs 4.25, 4.26, 4.27, 4.28 and 4.29, the answering
14 Defendants admit that Plaintiffs provided a Notification/Cure letter to Defendants.
15 The answering Defendants further admit that SLBC has offered opportunities to
16 manufacture and distribute SLBC ales to other brewers for territories not covered
17 by its agreement with Plaintiffs. The answering Defendants deny the remaining
18 allegations contained in paragraphs 4.25, 4.26, 4.27, 4.28 and 4.29.

19
20
21 **XXXIX.**

22 In answer to paragraph 5.1, the answering Defendants reallege their previous
23 answers.

1 XL.

2 The answering Defendants deny the allegations contained paragraphs 5.2,
3 5.3, 5.4, 5.5, 5.6 and 5.7.
4

5 XLI.

6 In answer to paragraph 6.1, the answering Defendants reallege their previous
7 answers.
8

9 XLII.

10 In answer to paragraph 6.2, the answering Defendants admit that during the
11 approximate period of late September 2008 through October 20, 2008, James
12 Stephenson and Wayne Strip were licensed to market, manufacture and distribute
13 SLBC's brand ale and trademarks and logos in the North American territories.
14 The answering Defendants lack sufficient information to form a belief as to the
15 truth of the remaining allegations contained in paragraph 6.2 and, therefore, deny
16 the same and leave Plaintiffs to their burden of proof.
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19 XLIII.

20 The answering Defendants lack sufficient information to form a belief as to
21 the truth of the allegations contained in paragraph 6.3 and, therefore, deny the
22 same and leave Plaintiffs to their burden of proof.
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1 XLIV.

2 The allegations contained in paragraph 6.4 reflect a conclusion of law to
3 which no response is necessary. To the extent a response is necessary, the
4 answering Defendants deny the same.
5

6 XLV.

7 The answering Defendants lack sufficient information to form a belief as to
8 the truth of the allegations contained in paragraphs 6.5 and 6.6 and, therefore, deny
9 the same and leave Plaintiffs to their burden of proof.
10

11 XLVI.

12 In answer to paragraph 7.1, the answering Defendants reallege their previous
13 answers.
14

15 XLVII.

16 In answer to paragraphs 7.2, 7.3 and 7.4, the answering Defendants admit
17 that SLBC represented that the beers Plaintiff would produce would be of the same
18 color, consistency, taste and quality of SLBC ales. Said representation was true
19 when made, and would have been the case but for Plaintiffs' own negligence. The
20 answering Defendants deny the remaining allegations contained in paragraphs 7.2,
21 7.3 and 7.4.
22
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1 **XLVIII.**

2 The allegations contained in paragraph 7.5 reflect a conclusion of law to
3 which no response is necessary. To the extent a response is necessary, the
4 answering Defendants deny the same.
5

6 **XLIX.**

7 The answering Defendants deny the allegations contained in paragraph 7.6.
8

9 **L.**

10 In answer to paragraph 8.1, the answering Defendants reallege their previous
11 answers.
12

13 **LI.**

14 The answering Defendants lack sufficient information to form a belief as to
15 the truth of the allegations contained in paragraph 8.2 and, therefore, deny the
16 same and leave Plaintiffs to their burden of proof.
17

18 **LII.**

19 In answer to paragraph 8.3, the answering Defendants admit that SLBC was
20 in the process of constructing its own WORT plant, a fact that Plaintiffs knew or,
21 through the exercise of reasonable due diligence, should have known at the time of
22 contracting. The answering Defendants deny the remaining allegations contained
23 in paragraph 8.3.
24
25
26
27

LIII.

The answering Defendants deny the allegations contained in paragraphs 8.4, 8.5 and 8.6.

LIV.

In answer to paragraph 9.1, the answering Defendants reallege their previous answers.

LV.

The answering Defendants lack sufficient information to form a belief as to the truth of the allegations contained in paragraph 9.2 and 9.3 and, therefore, deny the same and leave Plaintiffs to their burden of proof.

LVI.

In answer to paragraph 9.4, the answering Defendants deny the existence of a franchisor/franchisee relationship. Further, the contract speaks for itself, and the Defendants deny the allegations contained in paragraph 9.4 to the extent they are inconsistent with the same. The answering Defendants deny the remaining allegations contained in paragraph 9.4.

LVII.

The answering Defendants deny the allegations contained in paragraph 9.5.

1 LVIII.

2 The allegations contained in paragraph 9.6 reflect a conclusion of law to
3 which no response is necessary. To the extent a response is necessary, the
4 answering Defendants deny the same.
5

6 LIX.

7 The answering Defendants deny the allegations contained in paragraphs 9.7,
8 9.8, and 9.9.
9

10 LX.

11 In answer to paragraph 10.1, the answering Defendants reallege their
12 previous answers.
13

14 LXI.

15 The answering Defendants deny the allegations contained in paragraphs
16 10.2, 10.3, 10.4 and 10.5.
17

18 LXII.

19 In answer to paragraph 11.1, the answering Defendants reallege their
20 previous answers.
21

22 LXIII.

23 The allegations contained in paragraph 11.2 reflect a conclusion of law to
24 which no response is necessary. To the extent a response is necessary, the
25 answering Defendants deny the same.
26

LXIV.

In answer to paragraph 11.3, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 11.3 to the extent they are inconsistent with the same. The answering Defendants deny the remaining allegations contained in paragraph 11.3.

LXV.

The answering Defendants lack sufficient information to form a belief as to the truth of the allegations contained in paragraph 11.4 and, therefore, deny the same and leave Plaintiffs to their burden of proof.

LXVI.

In answer to paragraph 11.5, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 11.5 to the extent they are inconsistent with the same. The remaining allegations contained in paragraph 11.5 reflect a conclusion of law to which no response is necessary. To the extent a response is necessary, the answering Defendants deny the same. The answering Defendants deny any remaining allegations contained in paragraph 11.5.

LXVII.

The answering Defendants deny the allegations contained in paragraphs 11.6 and 11.7.

LXVIII.

In answer to paragraph 11.8, the contract at issue speaks for itself, and the answering Defendants deny the allegations contained in paragraph 11.8 to the extent they are inconsistent with the same. The answering Defendants deny the remaining allegations contained in paragraph 11.8.

LXIX.

The answering Defendants deny the allegations contained in paragraphs 11.9 and 11.10.

LXX.

In answer to paragraph 12.1, the answering Defendants reallege their previous answers.

LXXI.

In answer to paragraphs 12.2 and 12.3, the contract at issue and referenced personal guarantees speak for themselves, and the answering Defendants deny the allegations contained in paragraphs 12.2 and 12.3 to the extent they are inconsistent with the same. The answering Defendants deny the remaining allegations contained in paragraphs 12.2 and 12.3.

LXXII.

The answering Defendants deny the allegations contained in paragraph 12.4.

LXXIII.

The answering Defendants lack sufficient information to form a belief as to the truth of the allegations contained in paragraphs 12.5 and 12.6 and, therefore, deny the same and leave Plaintiffs to their burden of proof.

LXXIV.

The answering Defendants deny the allegations contained in paragraph 12.7.

LXXV.

In answer to paragraph 13.1, the answering Defendants reallege their previous answers.

LXXVI.

The answering Defendants lack sufficient information to form a belief as to the truth of the allegations contained in paragraphs 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, and 13.9 and, therefore, deny the same and leave Plaintiffs to their burden of proof. The answering Defendants specifically deny any misconduct, wrongdoing or liability, whether in tort, contract or pursuant to Washington statutory or common law.

AFFIRMATIVE DEFENSES

BY WAY OF FURTHER ANSWER to Plaintiffs' Amended Complaint, and as **AFFIRMATIVE DEFENSES** thereto, the answering Defendants allege as follows:

ANSWER AND AFFIRMATIVE DEFENSES OF
DEFENDANTS STRANGFORD LOUGH BREWING
COMPANY, LTD.; ROBERT LITTLE AND JANE DOE
LITTLE; ANTHONY DAVIES AND TRACY DAVIES;
AND MICHAEL STANLEY ROSS AND JANE DOE
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1 1. Plaintiffs fail to state a cause of action or claim upon which relief can
2 be granted against the answering Defendants.

3
4 2. This Court may lack personal and/or subject matter jurisdiction over
5 some or all of the answering Defendants.

6 3. Some or all of Plaintiffs' claims and allegations may be barred by the
7 Statute of Frauds.

8
9 4. Any violation of law, which is specifically denied, was not intentional
10 and resulted from a bona fide error, notwithstanding the maintenance of procedures
11 reasonably adopted to avoid any such error.

12
13 5. Plaintiffs' claims may be barred by the applicable statutes of
14 limitations and/or by applicable contractual preconditions to filing suit.

15
16 6. Plaintiffs' claims may be barred, in whole or in part, by the doctrines
17 of waiver, estoppel and/or laches.

18
19 7. Plaintiffs' claims may be barred, in whole or in part, because the
20 answering Defendants acted in good faith and in a commercially reasonable
21 manner at all times, and have complied with all applicable requirements under
22 federal and state law.

23
24 8. Plaintiffs' claims may be barred and/or limited by the terms of the
25 various agreements signed by Plaintiffs, including, without limitation, the various
26

1 disclaimers contained therein.

2 9. To the extent discovery reveals that Plaintiffs have failed to properly
3 and reasonably mitigate any damages, or that said damages are not the result of the
4 acts complained of, Plaintiffs are barred from recovering any such damages that
5 could have or should have been mitigated or that are not the result of the acts
6 complained of.
7

8 10. Plaintiffs' damages, if any, were not proximately caused by any act or
9 omission on the part of the answering Defendants.
10

11 11. Plaintiffs' damages, if any, were not the result of any negligence or
12 fault on the part of the answering Defendants.
13

14 12. Plaintiffs' damages, if any, were caused by Plaintiffs' sole fault.
15

16 13. Plaintiffs' damages, if any, were caused by Plaintiffs' contributory
17 fault.
18

19 14. Plaintiffs' damages, if any, were caused by the fault of third parties
20 over whom the answering Defendants have no control or legal responsibility.

21 15. Plaintiffs' claims are barred, in whole or in part, to the extent that any
22 recovery in favor of Plaintiffs would result in their unjust enrichment.
23

24 16. Plaintiffs consented to and approved of the acts and omissions about
25 which they now complain. In addition, Plaintiffs willingly entered into the
26

1 agreements by which they now claim to have been injured, and expressly
2 consented to the terms and conditions of the same.

3
4 17. Plaintiffs' damages, if any, were not proximately caused by the acts
5 and omissions alleged.

6
7 18. Plaintiffs' claims may be barred, in whole or in part, by the doctrines
8 of intervening and/or superseding causation.

9 19. Plaintiff's damages, if any, may be subject to offset and/or adjustment.

10 20. The answering Defendants reserve the right to amend their Answer to
11 assert additional Affirmative Defenses as further discovery is completed.
12

13 **JURY DEMAND**

14 The answering Defendants request trial by jury and hereby demand the
15 same.
16

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, having fully answered Plaintiffs' Amended Complaint to
19 the extent possible at this time, the answering Defendants pray for relief as
20 follows:
21

22 1. That Plaintiffs' claims and causes of action against the answering
23 Defendants be dismissed, with prejudice and in their entirety;
24
25
26
27

1 2. That the answering Defendants be awarded their costs, disbursements
2 and attorney's fees as allowed by law; and

3
4 3. For such other and further relief as the Court deems just and equitable.

5 DATED this 27th day of November, 2009.

6 PAINE HAMBLÉN LLP
7

8
9 By: /s/GREGORY C. HESLER

10 William J. Schroeder, WSBA No. 7942

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18 Attorney for Defendants Strangford Lough
19 Brewing Company Limited; Robert Little and
20 Jane Doe Little; Anthony and Tracey Davies;
21 and Michael Stanley and Jane Doe Ross
22
23
24
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CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of November, 2009, I electronically filed the foregoing **ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANTS STRANGFORD LOUGH BREWING COMPANY, LTD; ROBERT LITTLE AND JANE DOE LITTLE; ANTHONY DAVIES AND TRACEY DAVIES; AND MICHAEL STANLEY ROSS AND JANE DOE ROSS -AND- DEMAND FOR JURY**, with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Randy Jarl Aliment	raliment@williamskastner.com brogers@williamskastner.com
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and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants:

No manual recipients

/s/GREGORY C. HESLER

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LITTLE; ANTHONY DAVIES AND TRACY DAVIES;
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